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Sec. 29, Bankruptcy Act, makes a false oath in any proceeding in bankruptcy a prison offense, and sec. 14 directs a refusal to discharge in such a case. This case decides that "any proceeding" does not refer to a previous distinct proceeding in which the petitioner has been guilty of misconduct, but only to previous proceedings on the same petition. It seems to be the first adjudication directly on the point. The cases cited, *In re Marx*, 102 Fed. 676, and *In re Logan*, 102 Fed. 876, are not in point as to a previous proceeding and are flatly combatted by *In re Gaylord*, 112 Fed. 668.

CONTRACTS—COVERTURE—LEX LOCI CONTRACTUS—LEX FORI.—FIRST NAT. BANK OF GENEVA, OHIO, v. SHAW ET AL., 70 S. W. 807 (TENN.).—*Held*, that coverture is a defense to an action on a contract though the contract was valid in the State where made.

It is a general rule that a contract valid by the *lex loci contractus* is valid everywhere; *Story, Conf. Laws*, sec. 103; *Nixon v. Halley*, 78 Ill. 611; and through comity States generally support such contracts, although invalid by the *lex fori*, even against those domiciled within them. *Milliken v. Pratt*, 125 Mass. 374; *Wright v. Remington*, 41 N. J. L. 48. In *Bond v. Cummings*, 70 Me. 125, the law of a foreign country prevailed over the State law against a citizen. Some States, however, follow the *lex fori*, where parties are domiciled within them. *Armstrong v. Best*, 112 N. C. 50; *Hayden v. Stone*, 13 R. I. 106.

CONTRACTS—VALIDITY—PUBLIC POLICY.—BONTA v. GRIDLEY ET AL., 78 N. Y. SUPP. 961.—*Held*, a contract between shareholders in a bank and a third party that he should be elected cashier and continued in that capacity for five years, is not void in absence of evidence of bad faith. Davy and Williams, J. J., *dissenting*.

By the great weight of authority, such contracts as this are void as against public policy. In *Guernsey v. Cook*, 120 Mass. 501, it was held that an agreement of a shareholder to secure the treasurership of a corporation for a third party was void in the absence of evidence that the transaction was not for a private benefit of the shareholder, or that it was consented to by the other shareholders. So a contract of the president of a bank to make one cashier was held void in *Noel v. Drake*, 28 Kan. 265. *A fortiori*, an agreement by a director to keep another in office is void, even though there is no direct gain to promisor. *West v. Camden*, 135 U. S. 507. The rule is that any agreement of a director by which his official action would be influenced or controlled is dishonest and illegal. *Moraw, Corp.*, sec. 519. But where the contracting shareholder owned or represented all the shares, his contract with a third party to induce the latter to become a director was valid. *Almy v. Orne*, 165 Mass. 126.

CONSTITUTIONAL LAW—RIGHT OF CONTRACT—SALE OF STOCKS ON MARGIN.—OTIS ET AL. v. PARKER, 23 SUP. CT. REP. 168.—*Held*, Cal. Const. art. 4, sec. 26, avoiding all contracts for sale of stocks on margin is not an unconstitutional interference with the right of contract, although applicable to *bona fide* as well as gambling contracts. Brewer and Peckham, J. J., *dissenting*.